

SECTION 2 - SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a contract for the purchase of Original Equipment Manufacturer (OEM) and Original Equipment (OE) brand replacement parts for Miami-Dade County vehicles. This solicitation further serves to establish a contract for maintenance, repair, modification, purchase and installation services of said vehicles in conjunction with the County's needs.

DEFINITIONS

1. Vehicles: shall refer to sedans, vans, pickups, medium and heavy trucks, marine vessels, motorcycles, utility/construction equipment, material handling and agricultural equipment.
2. Warehouse Distributors: a company that purchases goods directly from the manufacturer.
3. Manufacturer's Suggested Retail Price (MSRP) List: a list that is common to, and accepted by, the industry in general. The lists must be published, properly identified, and dated as to issuance and effectiveness. For the purposes of this solicitation and bid uniformity, the acronym MSRP is intended to represent any means the manufacturer conveys to the consumer or public retail pricing. In some cases manufacturer use the following terms interchangeably: MSRP (Manufacturer Suggested Retail Price), MRP (Manufacturer Retail Price) or RP (Retail Price). Submission based on price lists that reflects government, resale, wholesale, jobber, internet and any other non-retail pricing from the manufacturer will not be considered. The list submitted by the bidders may be confirmed thru the manufacturer.
4. Original Equipment Manufacturer (OEM): refers to the manufacturer of the original equipment and parts manufactured directly for or by this company.
5. Original Equipment (OE): refers the parts assembled and installed during the construction of a new vehicle.
6. Aftermarket Parts: refers to parts that are not OE.
7. Fully equipped/established service center: shall represent a bidder who is an authorized service center that has sufficient financial resources, a facility with industry acceptable service equipment, and trained employees who provide services in line with the best practices used in the industry.
8. Hourly labor rate: The hourly rate quoted shall be deemed to provide full compensation to the bidder for in house and/or field services labor, equipment used, travel time and any other element of cost or price. Bidders shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. Additional charges for Shop Fees, Disposal Fees, travel mileage for field service, or additional charges of any nature are forbidden except for those fees which are mandated by State of Florida Ordinance such as the tire and battery disposal fees. This rate is assumed to be at straight-time for all labor, except as otherwise noted. Overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

9. Regular work days/ hours: Monday – Friday, 7:00 AM to 5:00 PM

2.2 **CONTRACT TERM**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth month period.

2.3 **OPTION TO RENEW**

Prior to, or upon completion, of that initial five year term, the County shall have the option to renew this contract for an additional five (5) years. Awarded bidders shall maintain, for the entirety of the stated additional period (s), the same discounts, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. Should an awarded bidder decline the County's right to exercise the option period, the County will consider the bidder in default which decision shall affect that bidder's eligibility for future contracts.

2.4 **METHOD OF AWARD**

Group 1: This group will be used to procure OEM parts for (Motorcraft, AC Delco, Mopar, Toyota, Honda and Nissan) – per catalog line item.

Award of Group 1 will be made to three (3) responsive, responsible bidders who offer the highest percentage discount per catalog line item, as further detailed in Section 4 and meet the qualification requirements as listed below. Discounts submitted will be deducted from the most current MSRP per manufacturer and catalog line item.

Qualifications

- A. Bidder(s) shall be an authorized warehouse distributor for the manufacturer in which a discount is provided. Bidders shall submit documentation showing compliance with this requirement, in the form of a signed letter from the manufacturer, an executed agreement or a designation on the manufacturer's website.
- B. Bidder(s) shall submit a current MSRP list, for the manufacturer in which a discount is provided. Such MSRP list can be provided either through an attachment or via a link where the County can access an internet based catalog.

Group 2: This group will be used to procure OEM and/ or OE parts for County owned vehicles.

Award of Group 2 will be made to three (3) responsive, responsible bidders who offer the highest percentage discount per manufacturer, as further detailed in Section 4 and meet the qualification requirements as listed below. Discounts submitted will be deducted from the most current MSRP per manufacturer.

Qualifications

- A. Bidder(s) shall be an authorized dealer, distributor, or reseller for the manufacturer in which a discount is provided. Bidders shall submit documentation showing compliance with this requirement, in the form of a signed

letter from the manufacturer, an executed agreement or a designation on the manufacturer's website.

- B. Bidder(s) shall submit a current MSRP list, for the manufacturer in which a discount is provided. Such MSRP list can be provided either through an attachment or via a link where the County can access an internet based catalog.

Group 3: This group will be used to procure OEM and/ or OE parts and repair /installation services to County owned vehicles.

Award of this group will be made to the three (3) lowest responsive responsible bidders, by manufacturer who offers the lowest total cost to the County (hourly labor and parts cost) and meet the qualification criteria as listed below.

To compute and evaluate the total parts and labor hour cost, the bidder will specify their hourly labor rate bid (Column A) times the labor hours estimated by the County (Column B) and enter this value under Column C to determine total labor hours cost to the County.

To compute and evaluate the parts cost to the County, the bidder will specify their percentage discount bid (Column E) (from a current (dated) price list) times the estimated dollar amount of parts to be purchased estimated by the County (Column D) and enter this value under Column G to determine parts cost to the County. The County will further compute the actual cost of parts by sample product pricing using the percentage bid.

Example:

Column A	Column B	Column C	Column D	Column E	Column F	Column G
Labor Rate Bid	Est. Labor hrs	Total Labor hrs Cost	Est. Dollar Amount of Parts	% Discount of from MSRP	Parts Cost to County	Sum of Cost to County for Parts / Services
\$100.00 /hr	100	\$10,000.00	\$10,000.00	10%	\$ 9,000.00	\$ 19,000.00

Qualifications

- A Bidder(s) shall be an OEM or OE authorized service center for the manufacturer bid. Bidders shall submit documentation showing compliance with this requirement, in the form of a signed letter from the manufacturer, an executed agreement or a designation on the manufacturer's website.
- B. Bidder(s) shall have at least one fully equipped and established service center located in the South Florida Area (defined as Miami-Dade, Broward, and Palm Beach Counties) for the manufacturer and equipment type proposed to be serviced. Bidders shall provide a copy of their local tax certificate which confirms the bidder's service location.

Bidders who are authorized repair centers for construction and off road equipment must be able to provide field service on an as needed basis.

Bidders shall submit for each group, the specified information requested above with their bid submittal form as proof of compliance to the requirements of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required information during the evaluation period. "No Substitutions" to the identified brands will be accepted.

If the awarded Bidder fails to perform in accordance with the terms and conditions of the contract, the Bidder may be deemed in default of the contract. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive, responsible Bidder.

2.5 PRICES

Prior to, or upon completion, of each one year anniversary of the contract, the County may consider an adjustment to the hourly rates based upon the percentage change in the US Department of Labor, Consumer Price Index, All Items, Miami-Ft. Lauderdale Area. It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any subsequent contract year, the bidders request for adjustment should be submitted 90 days prior to expiration of the then current contract year. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the current hourly rates will remain unchanged. Any adjustment request received after the commencement of the next contract year may not be considered.

2.6 MANUFACTURER SUGGESTED PRICE LIST(S)

Awarded bidders shall furnish currently (dated) MSRP lists throughout the life of the contract (published, printed, or internet based) upon request from any County department, at no charge. The price lists shall provide descriptive literature, technical data and service information for items awarded.

A. INTERNET BASED

If the Bidder is submitting a bid on any brand/manufacturer via an internet based catalog, it is mandatory that the County be able to determine the price list meets all of the requirements of a paper catalog. Additionally, it is mandatory that on-line pricing is in a secure format and no custom software should be required to access the internet based pricing.

2.7 INVOICES

In addition to the information listed in Section 1.0, Paragraph 1.35 the following applies:

The successful Bidder(s) shall submit a computerized invoice with each completed order, at the time that the parts order is delivered to the County repair facility that placed the order. Invoices will be directed to the attention of the appropriate supervisor from the facility that placed the order.

A. GROUPS 1 & 2

All invoices shall also contain the following basic information:

- Crediting invoices must contain originally charged invoice number as a cross-reference.

B. GROUP 3

Invoices shall be directed to the attention of the Shop Facility Supervisor that assigned the work or placed the order.

All invoices shall also contain the following information:

I. Vendor Information:

- Crediting invoices must contain originally charged invoice number as a cross-reference.

II. County Information:

- Full name and phone number of the County employee requesting service and the name of the County Department/Division /Location requesting service.
- III. Pricing Information:
- Unit price of the goods, services or property provided in detail to include awarded labor rate, labor hours performed, part number of items installed, and appropriate parts description.
- IV. Goods or Services Provided per Contract:
- Each unique service performed must be listed as a separate line item on the invoice to include but not limited to work requested, and description of service(s) provided.
 - The date service was requested and the date service was completed.
- V: Miami Dade County Vehicle Information:
- Miami Dade County Vehicle Number
 - Year, Make, Model
 - Current Mileage or Hours

2.8 **DELIVERY**

A. In-Stock Items

Bidder(s) shall deliver all in-stock parts within 24 hours after receipt of an order from the County. Any shipping costs in order to comply with the delivery schedule shall be borne solely by the awarded bidder. The County estimates that 80% of all orders placed will be in-stock items.

B. Special Orders

Bidders shall deliver all special orders within 3 business days after receipt of an order from the County. Any shipping costs in order to comply with the delivery schedule shall be borne solely by the awarded bidder. The County estimates that 10% of all orders placed will be special orders.

All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes clearly beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom this contract is awarded fail to deliver items under any individual order within the delivery time stated above, the County reserves the right to cancel the specific order. If the specific order is cancelled, it is hereby understood and agreed that the bidder may be charged with any associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder from this contract.

The County may at times pick-up ordered parts from the awarded bidder.

2.9 **BACK ORDERS**

If the awarded bidders cannot deliver an ordered part in accordance with the scheduled delivery date due to a current existing backorder of that part with the bidder's manufacturer; the bidder shall ensure that such back orders are filled within three (3)

business days, or as mutually agreed, from the initial scheduled delivery date for the item. The bidder shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may, at its discretion, cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another bidder, and charge the incumbent bidder for any directly associated re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the bidder from the contract for default.

2.10 WARRANTY

A. TYPE OF WARRANTY COVERAGE REQUIRED

In addition to all other warranties that may be supplied by the manufacturer, the bidder shall warrant its product supplied for a minimum period of one hundred eighty (180) calendar days, or manufacturer's standard warranty, whichever is greater, after the date of installation onto a vehicle by the County. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidder does not constitute a waiver of these warranty provisions.

B. CORRECTING DEFECTS COVERED UNDER WARRANTY

Bidder(s) shall promptly correct any deficiencies, at no cost to the County, within five (5) calendar days after the County notifies the bidder of such deficiency either verbally or in writing. If the bidder fails to correct the defective work or replace the damaged part within the period specified, the County may, at its discretion, notify the bidder, for the second time in writing that the bidder may be subject to contractual default which may lead to termination if the corrections or replacements are not completed to the satisfaction of the County within the time defined in the notice to cure. If the bidder fails to satisfactorily complete the corrections and/or replace the damaged part as detailed in the notice to cure, the County may procure the parts and/ or services from another bidder and charge the incumbent any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

2.11 ACCEPTANCE OF PRODUCT BY THE COUNTY

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided part is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidders' expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the part, or provide a full credit for the returned part. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

2.12 RETURNS OF PRODUCT BY THE COUNTY

The County may return to the bidder, for full credit of the amount actually paid any part within 1 year of purchase. Restocking fees are not to be applied to the full credit to the County.

2.13 ADDITIONAL AND/OR UNAWARDED MANUFACTURER BRANDS

The County reserves the right to add manufacturers to all groups, which are not listed within this solicitation or are un-awarded, at any time during the life of the contract as follows:

The Internal Services Department, Procurement Management Division will survey the needed manufacturer brand in the marketplace; if only one bidder is authorized to sell and/or service the needed brand, the County will negotiate with that bidder the discount and/or hourly service rate, for that manufacturer line. The rate / discount offered to the County by the bidder shall be equivalent to the rate and/or discount that their most favorable client pays.

Should the marketplace reveal that there is more than one authorized bidder that can provide the needed parts and/or services, The Internal Services Department, Procurement Management will solicit the industry and award the manufacturer brand as defines in Section 2.0 Paragraph 2.4 Method of Award.

2.14 **ADDITIONAL GROUPS**

The County reserves the right to add additional groups (with applicable qualification criteria) to the contract, which are not listed within this solicitation. The Internal Services Department, Procurement Management Division will solicit the industry and award said group on a competitive basis.

2.15 **STOCK LEVELS/ SHELF LIFE**

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. Only fresh stock shall be delivered to the County. The successful shall insure that items with a limited shelf life are inspected and certified fresh by the bidder prior to shipment to the County.

2.16 **LOCATIONS**

This bid requires delivery of parts, bidders are encouraged to become familiar with the various Miami-Dade County departments that may use this contract. A sample listing of Miami-Dade County locations is listed below, but should not be considered total or complete. Deliveries outside Miami-Dade County will not be required by this contract.

ISD Fleet Management Division Locations

Light Equipment Operations			
Shop	Address	Phone #	Fax #
Shop 3 Body Shop	8801 NW 58 th St.	305 468-2518	305 468-2552
Shop 1 Main	703 NW 25 th St, 33127	305 638-6071	305 638-5790
Downtown Motor Pool	201 NW 1 st St, 33128	305 375-4053	305 375-3650
Police Headquarters	9109 NW 25 th St., 33172	305 471-2930	305 593-8867
South Dade Gov't Center	10740 SW 211 th St., 33189	305 251-3125	305 232-2434
Station 1	5975 Miami Lakes Dr., 33014	305 557-9844	305 828-1405
Station 2	799 NW 81 st Street., 33150	305 691-3134	305 694-8672
Station 5	7707 SW 117 th Ave., 33173	305 271-5342	305 275-8901
Station 6	15665 Biscayne Blvd., 33160	305 947-4429	305 948-9923
Station 8	10000 SW 142 nd Ave., 33186	305 383-6820	305 382-1445
Station 9	18802 NW 27 th Ave., 33056	305 627-7180	305 627-7293

Shop 2-Auto	6100 SW 87 th Ave., 33173	305 273-4127	305 270-4932
New Car Get Ready	6100 SW 87 th Ave., 33173	305 270-6367	305 271-9531
Shop 3-Auto	8801 NW 58 th St., 33178	305 470-1787	305 406-2978
Heavy Equipment Operations			
Shop	Address	Phone #	Fax #
Shop 2-Truck	6100 SW 87 th Ave., 33173	305 273-4125	305 270-4912
Shop 3-Main	8801 NW 58 th St. 33178	305 591-9515	305 470-1613
Shop 3A-Northeast	18701 NE 6 th Ave, 33179	305 652-0765	305 770-3142
Shop 3B-SW	7900 SW 107th Ave., 33173	305 279-5050	305 273-7418
Shop 3C-Const. /Weld.	8801 NW 58 th St., 33178	305 477-1008	305 499-5466
Shop 3D	10820 SW 211 th St., 33189	305 233-5297	305 255-5345
Tire Shop	8801 NW 58 th St., 33178	305 470-1770	305 468-2569

2.17 REBATES AND SPECIAL PROMOTIONS

All rebates and special promotions offered by an OEM during the term of the contract shall be passed on to the County, by the awarded bidder at time of invoicing. It shall be the responsibility of the awarded Bidder to notify the County of such rebates and/or special promotions during the contract term. Special promotions shall be offered by the awarded Bidder to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contracted awarded discount. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

2.18 INSURANCE

Bidders awarded for Groups 1 and 2 are not required to comply with Section 1.0 Paragraph 1.22 (Insurance Requirements) of the solicitation.

2.19 EMERGENCY SERVICE

Bidder(s) awarded for Group 3, shall provide 24 hours, 7 days a week emergency service to the County under the contract. Maximum response time shall be within four (4) hours of notification from the County. Payment for services shall be in accordance with the specified rates listed in Section 4, when services are performed during regular working days / hours [as defined in Section 2.0, Paragraph 2.1 (9)]. Only time on the job site shall be invoiced. Shall the County authorize work to be completed outside of regular work days/ hours, bidder(s) shall not charge an overtime hourly labor rate that exceeds 1 ½ times the value of the regular hourly labor rate as offered in Section 4.0.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

This solicitation establishes a contract for the purchase of Original Equipment Manufacturer (OEM) and Original Equipment (OE) brand replacement parts for Miami-Dade County vehicles. This solicitation further serves to establish a contract for maintenance, repair, modification, purchase and installation services of said vehicles in conjunction with the County's needs.

The County intends to award bidders in the following three group:

Group 1 will be used to procure OEM parts for (Motorcraft, AC Delco, Mopar, Toyota, Honda and Nissan) – per catalog line item.

Group 2 will be used to procure OEM and/ or OE parts for County owned vehicles.

Group 3 will be used to procure OEM and/ or OE parts and repair /installation services to County owned vehicles

Bidders may submit to be awarded in any of the groups as defined throughout the solicitation.

